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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF WEST VIRGINIA
MARTINSBURG

BLINGVILLE, LLC, a West Virginia
Limited Liability Company,
Plaintiff,

v.

ZYNGA INC., a Delaware corporation; and
ZYNGA GAME NETWORK INC., a
Delaware corporation,
Defendants .

CASE NO. 3:11CV4

ZYNGA INC., a Delaware corporation,
Counterclaimant,

v.

BLINGVILLE, LLC, a West Virginia
Limited Liability Company,
Counterdefendant

FINAL JUDGMENT UPON CONSENT

CASE NO.: 3:11CV4
FINAL JUDGMENT UPON CONSENT

Pursuant to the consent of Blingville, LLC and Zynga Inc. ("Zynga") (collectively the "Parties"), it is hereby **ORDERED, ADJUDGED AND DECREED** as between the Parties that:

1. This Court has jurisdiction over the Parties and over the subject matter hereof pursuant to 15 U.S.C. §§ 1116, 1121 and 1125 and 28 U.S.C. §§ 1331, 1338(a) and (b), 2201 and 2202.

2. Zynga owns the individual trademarks and service marks CITYVILLE®, FARMVILLE®, FISHVILLE®, FRONTIERVILLE™, PETVILLE® and YOVILLE®, among others, and has used each mark in commerce in connection with social games since before Blingville, LLC first made any bona fide use in commerce of the mark BLINGVILLE.

3. Zynga owns rights in a family of marks for social games that consists of the distinctive suffix 'VILLE added to a term that relates to the subject-matter of the social game to create an inherently distinctive game title in the form "_____ Ville" (the "'VILLE Family of Marks")

4. The 'VILLE Family of Marks acquired distinctiveness as an indicator of source of Zynga's goods and services at least as early as August 2010.

5. The 'VILLE Family of Marks has been famous since at least as early as August 2010, in that it has been widely recognized by the general consuming public of the United States as a designation of Zynga's goods and services.

6. Blingville, LLC has infringed Zynga's rights in each and every one of the marks CITYVILLE®, FARMVILLE®, FISHVILLE®, FRONTIERVILLE™, PETVILLE® and YOVILLE® by using in commerce the purported mark BLINGVILLE. Blingville, LLC's use of BLINGVILLE is likely to cause confusion, or to cause mistake or to deceive consumers into believing that BLINGVILLE originates from or is otherwise affiliated, connected or associated with, or sponsored or approved by Zynga, when in fact it is not.

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1 7. Blingville, LLC has infringed Zynga's rights in the 'VILLE Family of Marks by
2 using in commerce the purported mark BLINGVILLE. Blingville, LLC's use of BLINGVILLE is
3 likely to cause confusion, or to cause mistake or to deceive consumers into believing that
4 BLINGVILLE is one of Zynga's 'VILLE Family of Marks, and that the game "BLINGVILLE"
5 originates from or is otherwise affiliated, connected or associated with, or sponsored or approved by
6 Zynga, when in fact it is not.

7 8. Blingville, LLC's use in commerce of the purported mark BLINGVILLE has diluted
8 Zynga's famous 'VILLE Family of Marks by blurring in that the use of BLINGVILLE impairs the
9 distinctiveness of the famous 'VILLE Family of Marks.

10 9. Blingville, LLC's use in commerce of the purported mark BLINGVILLE has diluted
11 Zynga's famous 'VILLE Family of Marks by tarnishment in that the use of BLINGVILLE harms the
12 reputation of the 'VILLE Family of Marks.

13 10. Blingville, LLC, its members, officers, affiliates, agents, servants, employees,
14 representatives, successors, assigns, and any person, corporation or other entity acting under its
15 direction or control, or in active concert or participation with it, including but not limited to Danny
16 Taylor, William Offutt, David Leonard and Patricia Sanderson, are immediately and permanently
17 enjoined throughout the world from individually or in concert with any other entity or individual:

18 a. Using the term BLINGVILLE or any other term that includes the suffix
19 "'VILLE" in in commerce;

20 b. Infringing any of Zynga's intellectual property rights in any manner;

21 c. Engaging in any conduct that tends to falsely represent that, or is likely to
22 confuse, mislead or deceive members of the public to believe that their actions are connected with
23 Zynga, are sponsored, approved, or licensed by Zynga, or are in any way affiliated with Zynga;

24 d. Affixing, applying, annexing, or using in connection with the manufacture,
25 distribution, advertising, sale, and/or offering for sale or other use of any goods or services, a false
26 description or representation, including words or other symbols, tending to falsely describe or
27 represent such goods as being those of, or authorized by, Zynga;

28 e. Otherwise competing unfairly with Zynga in any manner; and

1 f. Effecting assignments or transfers, forming new entities or associations or
2 utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set
3 forth in subparagraphs (a)-(e) above.


4 11. Neither party provided the other party with any settlement amounts or payments in
5 connection with this Final Judgment Upon Consent and both Parties shall bear their own attorneys'
6 fees and costs.

7 12. This Court retains jurisdiction, including without limitation personal jurisdiction over
8 Blingville, LLC, Danny Taylor, William Offutt, David Leonard and Patricia Sanderson, for the
9 purpose of making any further orders necessary or proper for the enforcement, construction or
10 modification of this Judgment, and the punishment of any violations thereof.

11 13. This Judgment shall be deemed to have been served upon the Parties at the time of its
12 execution by the Court.

13 14. The Court expressly determines that there is no just reason for delay in entering this
14 Judgment, and pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs entry
15 of judgment against Blingville, LLC as specified herein.

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18 ENTERED: May 25, 2012


Hon. Gina M. Groh
United States District Judge

1 The undersigned hereby consent to the entry of this Final Judgment Upon Consent.

2
3 ZYNGA INC.

4 By Counsel

5 JACKSON KELLY PLLC

6 Dated May 22, 2012

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11 KEATS MCFARLAND & WILSON LLP

12 Dated May 22, 2012

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18 BLINGVILLE, LLC

19 By Counsel

20 Dated May 16, 2012, 2012

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